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14     **Attorneys for Defendants**  
15     **KPMG LLP, KPMG PENSION**  
16     **PLAN, KPMG PARTNER**  
17     **RETIREMENT SAVINGS PLAN,**  
18     **KPMG MONEY PURCHASE PLAN,**  
19     **AND KPMG RETIREMENT**  
20     **ALLOWANCE PLAN**

13                   **UNITED STATES DISTRICT COURT**  
14                   **DISTRICT OF NEVADA**

15     CHARLOTTE A. THRALL,

16         Plaintiff,

17         vs.

18     PRUDENTIAL INSURANCE  
19     COMPANY OF AMERICA;  
20     PRUDENTIAL LIFE INSURANCE  
21     COMPANY; KPMG RETIREMENT  
22     ALLOWANCE PLAN; and DOES 1-X,  
23     Inclusive,

24         Defendants.

25                   } Case No. 3:05-cv-067-RAM

26                   } **FINAL JUDGMENT**  
27                   } **IN FAVOR OF DEFENDANTS**  
28                   } **KPMG LLP, KPMG PENSION**  
1     **PLAN, KPMG PARTNER**  
2     **RETIREMENT SAVINGS PLAN,**  
3     **KPMG MONEY PURCHASE PLAN,**  
4     **AND KPMG RETIREMENT**  
5     **ALLOWANCE PLAN**

6                   WHEREAS, on February 1, 2005, Plaintiff filed her original Complaint  
7     in this action, asserting claims against (a) KPMG LLP, (b) KPMG Pension Plan,  
8     KPMG Partner Retirement Savings Plan, and KPMG Money Purchase Plan  
9     (collectively, "KPMG Pension Plans"), and (c) Prudential Insurance Company of  
10    America and Prudential Life Insurance Company (collectively, "Prudential"), for  
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1 breach of contract, violation of unfair claims practices, breach of duty of good faith  
2 and fair dealing, negligence, and ERISA plan benefits;

3 WHEREAS, on March 31, 2005, KPMG LLP and the KPMG Pension  
4 Plans filed their motion to dismiss Plaintiff's claims against them;

5 WHEREAS, on August 11, 2005, this Court entered an order dismissing  
6 with prejudice Plaintiff's: (1) breach of contract, violation of unfair claims practices,  
7 breach of duty of good faith and fair dealing, and negligence claims against all  
8 Defendants; and (2) Plaintiff's ERISA claim against KPMG LLP ("August 2005  
9 Order");

10 WHEREAS, on October 31, 2005, the KPMG Pension Plans filed their  
11 Motion for Judgment on the Pleadings Under Fed. R. Civ. P. 12(c);

12 WHEREAS, on December 23, 2005, this Court entered an order  
13 dismissing Plaintiff's claims against the KPMG Pension Plans with prejudice  
14 ("December 2005 Order");

15 WHEREAS, on January 10, 2006, Plaintiff filed her First Amended  
16 Complaint, asserting a claim against KPMG Retirement Allowance Plan ("KPMG  
17 RAP") and Prudential for ERISA plan benefits;

18 WHEREAS, on January 18, 2006, KPMG RAP moved to dismiss  
19 Plaintiff's claim against it;

20 WHEREAS, on June 19, 2006, this Court dismissed Plaintiff's claim  
21 against KPMG RAP with prejudice ("June 2006 Order"), and entered judgment in  
22 favor of KPMG RAP; and

23 WHEREAS, this Court has considered the papers, arguments of counsel,  
24 and all other matters presented to the Court,

25 IT IS ORDERED, ADJUDGED, AND DECREED, that: (1) Plaintiff  
26 take nothing by her Complaint and First Amended Complaint (collectively,  
27 "Complaints") as against KPMG LLP, the KPMG Pension Plans, and KPMG RAP  
28 (collectively, "KPMG"); (2) Plaintiff's Complaints be dismissed on the merits and

1 with prejudice as against KPMG, for the reasons stated in the August 2005, December  
2 2005, and June 2006 Orders; (3) final judgment on Plaintiff's Complaints be entered  
3 for KPMG; and (4) KPMG is the prevailing party.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that: (1)  
5 there is no just reason for delay of the entry of final judgment dismissing KPMG from  
6 Plaintiff's Complaints; (2) these adjudicated claims are separate and unrelated to any  
7 of the claims remaining to be litigated; and (3) the immediate entry of judgment  
8 pursuant to Fed. R. Civ. P. 54(b) dismissing Plaintiff's claims against KPMG serves  
9 the interests of justice and judicial administration in that any appeal of the judgment  
10 will not implicate any issue remaining in this action.

11 IT IS SO ORDERED:

12 DATED: June 22, 2006



13 Hon. Robert A. McQuaid  
14 United States Magistrate Judge

15 Presented by:

16 SIDLEY AUSTIN LLP

17 By: Joshua E. Anderson  
18 Joshua E. Anderson

19 Attorneys for Defendants KPMG LLP,  
20 KPMG Pension Plan, KPMG Partner  
Retirement Savings Plan, KPMG Money  
Purchase Plan, and KPMG Retirement  
Allowance Plan

22 By: /s/  
23 Matthew L. Sharp

24 Attorneys for Plaintiff Charlotte A. Thrall

25 DATE: June 21, 2006

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